

prior to the closing of this transaction. The Seller will be responsible for all contracts and obligations to the employees.

10. Affirmative Covenants, Representations and Warranties of Seller.

Seller covenants, represents and warrants to Buyer that:

(a) Authorization. Seller is not a corporation, but that the sole owner is Robert Williams, and that he has a right to convey the assets of radio station without anyone else's signature. That this Agreement constitutes a valid and binding obligation of Seller in accordance with its terms.

(b) FCC License. Seller is now and on the Closing Date will be the holder of the FCC License and permits as listed in Appendix A. The FCC License constitute all of the license and authorizations required for and/or used in the operation of Station as now operated, and the FCC License are now and on the Closing Date will be, in full force and effect unimpaired by any act or omission of Seller, its Officers, Directors, stockholders, employees or agents. There is not now and on the Closing Date there will not be pending or threatened any action by the commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC License. There is not now and on the Closing Date there will not be pending, issued, or outstanding, or to the knowledge of Seller threatened, any Notice of violation, Notice of Apparent Liability or of Forfeiture. Seller shall,

above the levels normally maintained for Station.

(g) Adequacy, Condition and Maintenance of Equipment. Between the date hereof and the Closing Date, Seller shall maintain all of the Personal Tangible Assets in their present operating condition.

(h) Litigation. There is not now, and on the Closing Date there will not be, any judgment outstanding, or any claim, litigation, proceeding or investigation pending, or to the knowledge of Seller, threatened against Seller which might result in any adverse change in the business, condition or earnings of Station, or any of the Personal Tangible Assets (or which would affect the ownership or use thereof by Buyer), and Seller does not know of any facts which would form the basis for such claim, litigation, proceeding or investigation.

(i) Filing of Taxes and Tax Returns. Seller has, and on the Closing Date will have, paid all taxes then due, and have filed all tax returns which are required to be filed by it and has, or will have on the Closing Date, paid or made provision for the payment of all taxes as shown on said returns or pursuant to any assessment received by it.

(j) Absence of Restrictions. The execution, delivery and consummation of this Agreement by Seller does not, and on the Closing Date will not, conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of Seller or any other agreements, instruments, laws or regulations to which it is now or on the Closing Date

will be subject.

(k) Bulk Sales Law. Seller agrees to indemnify and hold Buyer harmless against any claims by creditors of Seller, through operation of the Bulk Sales law or other statutory provisions, for obligations of Seller not assumed or to be assumed by Buyer.

(l) No Material Change. Between the date hereof and the Closing Date, there will not be any material change in the operation of Station and Seller will preserve and maintain the assets of the Station to be assigned hereunder, normal wear and tear excepted.

(m) Operation in Ordinary Course. Between the date hereof and the Closing Date, Seller shall continue to operate Station in the usual and ordinary course of business.

11. Buyer's Covenants, Representations and Warranties. Buyer covenants, represents and warrants to Seller that:

(a) Organization and Standing. Buyer is, or will be, on the Closing Date, a corporation duly organized, validly existing and in good standing under the laws of the state of North Carolina, and will be entitled and fully qualified to do business in the state of North Carolina.

(b) Authorization. Buyer has full power and authority to enter into this Agreement; the execution and delivery of this Agreement have been duly approved by the Board of Directors and shareholders of Buyer; and the Agreement constitutes a valid and binding obligation of Buyer in accordance with its terms.

(c) Assignment. Buyer may only assign this Agreement to another corporation that is owned or controlled by the same shareholders of Buyer. In the event Buyer's rights and obligations hereunder are assigned to a new or different corporation, the Officers, Directors, and stockholders of the corporation will take all legal steps necessary to ratify the execution of this Agreement, to legally bind the corporation, and to ensure that, on the Closing Date it will be a corporation duly organized and validly existing, and that it will be authorized to do business under the laws of the State of North Carolina.

(d) Assumption. Buyer will, on the Closing Date, assume and perform all obligations of Seller under the leases and executory contracts to be assigned and transferred to Buyer under this Agreement, as set forth in Appendix \_\_\_\_\_.

(e) Qualifications. Buyer has no reason to believe it will not be found qualified, under Commission Rules and Regulations, to be a Licensee and to operate Station pursuant to the terms and conditions of the FCC License.

12. Conditions Precedent to Buyer's Obligations. The foregoing obligation of the Buyer to consummate the transaction contemplated hereby is subject to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Commission Approval. That the Commission shall have consented to the Assignment Application without conditions materially adverse to Buyer.

(b) Expenses.

(i) The fee for the application of license shall be paid for by the Buyer.

13. Brokerage Fee. Seller acknowledges that THE CONNELLY COMPANY has represented Seller as the Broker in this sale and agrees to pay to the Connelly Company at the closing of this sale all brokerage fees that are payable in connection with this sale.

14. Appendices. All Appendices attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provisions of this Appendix conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

15. Counterparts. This Agreement may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.

16. Headings. The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Agreement nor the intent of any paragraph hereof.

17. Entire Agreement. This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification, or change of this

Agreement shall be valid unless by like instrument.

18. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first above written.

SELLER:

Robert Williams (SEAL)  
Robert Williams d/b/a  
SUNBELT MEDIA

BUYER:

WKZF-FM, INC.

BY: Robert Williams  
-PRESIDENT

ATTEST:

N/A

Secretary

(corporate seal)

BY: \_\_\_\_\_  
PRESIDENT  
WKZF-FM, INC

\_\_\_\_\_  
KEITH ECKHARDT, Individually (SEAL)

\_\_\_\_\_  
DARLENE ECKHARDT, Individually (SEAL)

THE CONNELLY COMPANY

BY: Edward L. Bolding  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

Edward L. Bolding (SEAL)  
EDWARD BOLDING

~~NORTH CAROLINA~~ TEXAS  
POTTER COUNTY

I, JOHN GILTON, a Notary Public in and for said County and State, do hereby certify that ROBERT WILLIAMS D/B/A SUNBELT MEDIA, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal/stamp, this 14th day of MAY, 1994.

[Signature]  
Notary Public

My commission expires:

NORTH CAROLINA  
COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that KEITH ECKHARDT and wife, DARLENE ECKHARDT, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal/stamp, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Notary Public

My commission expires:

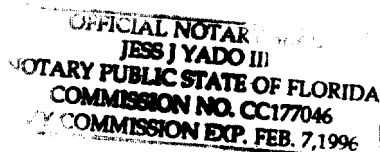
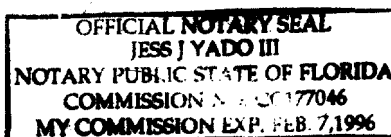
~~NORTH CAROLINA~~ FLORIDA  
HILLSBOROUGH COUNTY

I, JESS J. YADO III, a Notary Public in and for said County and State, do hereby certify that EDWARD BOLDING personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal/stamp, this 26th day of MAY, 1994.

[Signature]  
Notary Public

My commission expires:



Florida  
~~NORTH CAROLINA~~  
Hillsborough COUNTY

I, Joely Belding, a Notary Public in and for said County and State, do hereby certify that on the 11<sup>th</sup> day of May, 1994, before me personally came Robert J. Connelly with whom I am personally acquainted, who, being by me duly sworn, says that Robert J. Connelly is the President and that N/A is the Secretary of THE CONNELLY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; and the name of the corporation was subscribed thereby by said President, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 11<sup>th</sup> day of May, 1994.

Joely Belding  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Comm. Exp. Feb. 26, 1995



SATISFACTION: The debt evidenced by this Note has been satisfied in full this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signed: \_\_\_\_\_

# PROMISSORY NOTE

Smithfield \_\_\_\_\_, N.C.

\$ 100,000.00

\_\_\_\_\_, 19\_\_\_\_

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to \_\_\_\_\_

Edward Bolding and wife, Ramona G. Bolding

or order,

the principal sum of ONE HUNDRED THOUSAND AND 00/100

DOLLARS (\$ 100,000.00), with interest from date of this note, at the rate of seven and 00/100

per cent ( 7.00 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of

America, at the office of Edward Bolding and wife, Ramona G. Bolding

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

Principal and interest being due and payable in 59 consecutive monthly installments of \$1,162.00 per month, beginning \_\_\_\_\_, and continuing in a like amount on the day of each and every month thereafter, and having a 60th payment, being a final balloon payment in the amount of \$59,759.29, due and payable on \_\_\_\_\_ at which time all principal and interest due hereunder shall be paid in full.

If not sooner paid, the entire remaining indebtedness shall be due and payable on \_\_\_\_\_

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest

at the rate of \_\_\_\_\_ legal rate allowed by law \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given \_\_\_\_\_, and is secured by a

\_\_\_\_\_ which is a \_\_\_\_\_ lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its

\_\_\_\_\_, Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

WKZF-FM, INC.

(Corporate Name)

By: \_\_\_\_\_ President

ATTEST: \_\_\_\_\_ Secretary (Corporate Seal)

(Corporate Name)

By: \_\_\_\_\_ President

ATTEST: \_\_\_\_\_ Secretary (Corporate Seal)

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

PERSONAL GUARANTY:

Keith Eckhardt (SEAL)

Darlene Eckhardt (SEAL)

\_\_\_\_\_, (SEAL)

\_\_\_\_\_, (SEAL)

\_\_\_\_\_, (SEAL)

\_\_\_\_\_, (SEAL)

\_\_\_\_\_, (SEAL)

Appendix  
E

## PROMISSORY NOTE

FOR VALUE RECEIVED, Keith Eckhardt, Darlene Eckhardt and WKZF Inc. (collectively referred herein as "DEBTOR"), jointly and individually promise to pay to the order of The Connelly and Company Inc. the sum of \$20,000 (twenty thousand dollars) payable as follows:

DEBTOR agrees to pay to The Connelly and Company a total of \$20,000. (twenty thousand dollars) over a 36 month period, no payments the first 90 days, and the first payment will be due the 91st (ninety first) day. There will be 36 payments of \$555.57 per month for a total of \$20,000. This note will bear no interest.

To secure the payment of this Note and the indebtedness evidenced hereby and until this Note is paid in full, DEBTOR grants to Connelly: (1) A security interest subordinate to those interests of Edward Bolding, and or a corporation or entity formed by him, in certain assets (Radio Station WKZF-FM) licensed to Bayboro, North Carolina; and (2) personal gurantees of Keith Eckhart and Darlene Eckhart. The indebtedness evidenced by this Note shall survive DEBTOR'S interest and involvement in WKZF-FM. This note shall be governed by the laws of the state of Florida.

The Closing of this Agreement will take place on the date of the Closing of the sale of WKZF-FM from Sunbelt Media, Robert W. Williams, President, to WKZF Inc., Keith Eckhardt, President. This agreement is null and void and not enforceable by law if the aforesaid Closing of the sale of WKZF-FM does not take place.

DEBTOR represents and warrants to Connelly that WKZF Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the state of North Carolina, and has all requisite corporate power and authority to enter into this agreement.

So long as this loan is outstanding, DEBTOR agrees that it will make promptly and punctually all payments on this loan as they shall become due hereunder. If DEBTOR shall be in default in its performance of its obligations under this Agreement then DEBTOR agrees that it will cooperate fully to assure that The Connelly and Comapny Inc. remedies for such default maybe exercised. In the event that any payment is not made within ten days of the due date then the balance of the note will automatically include an interest rate at two points above the prime rate and in no case will that interest rate be less than eight per cent (8 %). Prime rate to be determined on the due date of the payment missed and the prime rate will be that of First Union Bank, NA of Tampa, Florida. If the payment or payments missed exceed ninety days (90) then the balance of the note will automatically become due and payable in cash. In the event the note holder has to engage legal council to enforce the provisions of this note, the entire legal fees, will become the DEBTORS responsibility and the NOTE HOLDER will have the right to demand payment and seek legal action in order to enforce this and all other provisions of this promissory note.

Page two

This note may be prepaid in whole or in part prior to maturity without penalty or the prior written consent of The Connelly Company Inc. or its principal Robert J. Connelly. This note is not assignable without the prior written consent of Connelly and unless agreed upon by Connelly, is due and payable in full upon resale of the secured assets. Such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year written below.

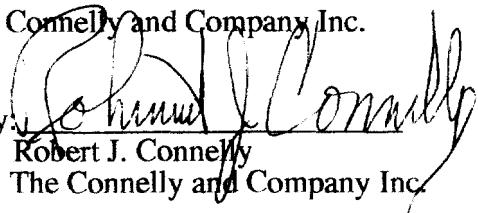
WKZF Inc.

By: \_\_\_\_\_  
Keith Eckhart  
Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Darlene Eckhart  
President  
Date: \_\_\_\_\_

The Connelly and Company Inc.

By:   
Robert J. Connelly  
The Connelly and Company Inc.

Date: \_\_\_\_\_

## PROMISSORY NOTE

FOR VALUE RECEIVED, Keith Eckhardt, Darlene Eckhardt and WKZF Inc. (collectively referred herein as "DEBTOR"), jointly and individually promise to pay to the order of Robert Williams DBA Sunbelt Media the sum of \$17,000. (seventeen thousand dollars) payable as follows:

DEBTOR agrees to pay to WILLIAMS a total of \$17,000. (seventeen thousand dollars) over a 26 month period, no payments the first one hundred eighty days, and the first payment will be due the 181st (one hundred and eighty first) day. There will be 26 payments of \$653.85 per month for a total of \$17,000. This note will bear no interest.

To secure the payment of this Note and the indebtedness evidenced hereby and until this Note is paid in full, DEBTOR grants to Williams: (1) A security interest subordinate to those interests of Edward Bolding, and or a corporation or entity formed by him, in certain assets (Radio Station WKZF-FM) licensed to Bayboro, North Carolina; and (2) personal gurantees of Keith Eckhart and Darlene Eckhart. The indebtedness evidenced by this Note shall survive DEBTOR'S interest and involvement in WKZF-FM. This note shall be governed by the laws of the state of North Carolina.

The Closing of this Agreement will take place on the date of the Closing of the sale of WKZF-FM from Sunbelt Media, Robert W. Williams, President to WKZF Inc., Keith Eckhardt, President. This agreement is null and void and not enforceable by law if the aforesaid Closing of the sale of WKZF-FM does not take place.

DEBTOR represents and warrants to Williams that WKZF Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the state of North Carolina, and has all requisite corporate power and authority to enter into this agreement.

So long as this loan is outstanding, DEBTOR agrees that it will make promptly and punctually all payments on this loan as they shall become due hereunder. If DEBTOR shall be in default in its performance of its obligations under this Agreement then DEBTOR agrees that it will cooperate fully to assure that Williams remedies for such default maybe exercised. In the event that any payment is not made within ten days of the due date then the balance of the note will automatically include an interest rate at two points above the prime rate and in no case will that interest rate be less than eight per cent (8 %). Prime rate to be determined on the due date of the payment missed. If the payment or payments missed exceed ninety days (90) then the balance of the note will automatically become due and payable in cash. In the event the note holder has to engage legal council to enforce the provisions of this note, the entire legal fees, will become the DEBTORS responsibility and the NOTE HOLDER will have the right to demand payment and seek legal action in order to enforce this and all other provisions of this promissory note.

Page two

This note may be prepaid in whole or in part prior to maturity without penalty or the prior written consent of Robert Williams DBA Sunbelt Media. This note is not assignable without the prior written consent of Williams and unless agreed upon by Williams, is due and payable in full upon resale of the secured assets. Such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year written below.

WKZF Inc.

Robert Williams DBA Sunbelt Media

By: \_\_\_\_\_

By: Robert Williams

*Vice-* Keith Eckhart  
President

Robert Williams  
DBA Sunbelt Media

Date: \_\_\_\_\_

Date June 16th 1997

By: \_\_\_\_\_

Darlene Eckhart  
President

Date: \_\_\_\_\_

EXHIBIT II

Robert Williams dba Sunbelt Media has an interest in WULF-AM and  
WULF-FM in Alma, Georgia

EXHIBIT III

Darlene and Keith Eckhardt Jointly own 80% of stock in Eckhardt Broadcasting Corp. which owns WLAS-AM in Jacksonville, NC. The city of license is considered within the same Arbitron ADI Market.

EXHIBIT IV

Darlene and Keith Eckhardt are wife and husband respectively and joint owns 80% of stock in Eckhardt Broadcasting Corporation which owns WLAS-AM, Jacksonville, N.C.

Darlene and Keith Eckhardt will individually own 50% of stock, jointly controlling 100%.



EXHIBIT V

Darlene and Keith Eckhardt jointly own 80% of stock in Eckhardt Broadcasting Corporation which owns WLAS-AM, Jacksonville, N.C. Jacksonville, N.C. is within the same Arbitron ADI market as Bayboro, N.C.

## EXHIBIT VI

### Program Service Statement

The assignees, Darlene and Keith Eckhardt will work closely with area civic leaders to determine the needs and interest of the community. WKZF-FM will air programs designed to treat needs and interests of the citizens of Bayboro and Pamlico County, N.C. Various programs will be broadcast during the week that will focus on local issues and area of concern.

239

FCC MAIL ROOM

JUL 20 2 14 PM '94

**FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**July 12, 1994**

**In Reply Refer To:  
1800B3-GDG**

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

**Sunbelt Media, Inc.  
8207 Sawyer Brown Road  
Nashville, Tennessee 37221**

**In re: WKZF (FM) Bayboro, N.C.  
Operational Status Inquiry**

**Dear Licensee:**

**A review of our records indicates that the special temporary authority (copy enclosed) permitting FM Station WKZF to remain silent expired March 17, 1994.**

**Since our files do not reveal either notification that the station resumed broadcast operations pursuant to the minimum operating schedule requirements of Section 73.1740 (a)(1) of the Commission's Rules or a request to extend the temporary authorization permitting the station to remain silent, you are therefore required to notify this office in writing within twenty days of the date of this letter regarding the station's operational status.**

**If WKZF (FM) resumed broadcast operations, please indicate the date such operations commenced. If, however, the station remains silent, please request an extension of the Commission's September 28, 1993 letter authorizing the station to remain silent. This request must detail both the continuing necessity for the station's silence those steps proposed or taken to resolve the station's problems. Certification (suggested format enclosed) regarding Section 5301 of the Anti-Drug Abuse Act of 1988 must be provided with any request for new or extended special temporary authority.**

**Failure to respond to this letter within the specified period will result in actions jeopardizing both the station's call letters and license. If you have any questions**

concerning the content of this letter, please contact Glenn Greisman, Industry Analyst, at (202) 632-3954.

Sincerely,

*Glenn Greisman, Industry Analyst*

*for*

Dennis Williams  
Chief, FM Branch  
Audio Services Division  
Mass Media Bureau

Enclosures

12/20/93

**FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, DC 20554**

**December 20, 1993**

**IN REPLY REFER TO:  
1800B3-GDG**

Carolina Community Broadcasting, Inc.  
c/o John S. Neely, Esq.  
Miller & Miller, P.C.  
1990 M Street, N.W./Suite 760  
Washington, D.C. 20036

In re: WKZF (FM) Bayboro, North Carolina  
Request to Extend Special Temporary  
Authority

Dear Licensee:

This letter concerns the request, filed December 3, 1993 by your attorney, to extend the special temporary authority permitting FM Station WKZF to remain silent.

Your request updates the station's situation, noting the Commission's November 17, 1993 grant of the application (File No. BALH-930907GE) for the voluntary assignment of WKZF's license to Sunbelt Media, Inc. You indicate that "the parties are finalizing the requisite closing documents and consummation of the assignment of the broadcast license is expected shortly." You state that you do "not have the resources to resume broadcast operations while these events proceed. Your request includes the appropriate certification concerning Section 5301 of the Anti-Drug Abuse Act of 1988.<sup>1</sup>

Accordingly, the terms and conditions of the Commission's September 28, 1993 letter are extended through March 17, 1994. Please note that this office must be notified in writing upon resumption of broadcast operations.

Sincerely,

*Dennis Williams, Industry Analyst*

*for*

Dennis Williams  
Chief, FM Branch  
Audio Services Division  
Mass Media Bureau

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<sup>1</sup>In the event extension of this authority is sought, please renew your certification in this matter.

**FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**July 12, 1994**

**In Reply Refer To:  
1800B3-GDG**

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

**Sunbelt Media, Inc.  
8207 Sawyer Brown Road  
Nashville, Tennessee 37221**

**In re: WKZF (FM) Bayboro, N.C.  
Operational Status Inquiry**

**Dear Licensee:**

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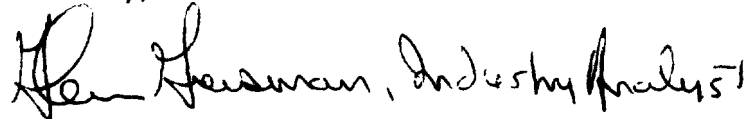
**Since our files do not reveal either notification that the station resumed broadcast operations pursuant to the minimum operating schedule requirements of Section 73.1740 (a)(1) of the Commission's Rules or a request to extend the temporary authorization permitting the station to remain silent, you are therefore required to notify this office in writing within twenty days of the date of this letter regarding the station's operational status.**


**If WKZF (FM) resumed broadcast operations, please indicate the date such operations commenced. If, however, the station remains silent, please request an extension of the Commission's September 28, 1993 letter authorizing the station to remain silent. This request must detail both the continuing necessity for the station's silence those steps proposed or taken to resolve the station's problems. Certification (suggested format enclosed) regarding Section 5301 of the Anti-Drug Abuse Act of 1988 must be provided with any request for new or extended special temporary authority.**

**Failure to respond to this letter within the specified period will result in actions jeopardizing both the station's call letters and license. If you have any questions**

concerning the content of this letter, please contact Glenn Greisman, Industry Analyst, at (202) 632-3954.

Sincerely,

 Glenn Greisman, Industry Analyst

 Dennis Williams  
Chief, FM Branch  
Audio Services Division  
Mass Media Bureau

Enclosures

12/20/93

**FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, DC 20554**

**December 20, 1993**

**IN REPLY REFER TO:  
1800B3-GDG**

Carolina Community Broadcasting, Inc.  
c/o John S. Neely, Esq.  
Miller & Miller, P.C.  
1990 M Street, N.W./Suite 760  
Washington, D.C. 20036

In re: WKZF (FM) Bayboro, North Carolina  
Request to Extend Special Temporary  
Authority

Dear Licensee:

This letter concerns the request, filed December 3, 1993 by your attorney, to extend the special temporary authority permitting FM Station WKZF to remain silent.

Your request updates the station's situation, noting the Commission's November 17, 1993 grant of the application (File No. BALH-930907GE) for the voluntary assignment of WKZF's license to Sunbelt Media, Inc. You indicate that "the parties are finalizing the requisite closing documents and consummation of the assignment of the broadcast license is expected shortly." You state that you do "not have the resources to resume broadcast operations while these events proceed. Your request includes the appropriate certification concerning Section 5301 of the Anti-Drug Abuse Act of 1988.<sup>1</sup>

Accordingly, the terms and conditions of the Commission's September 28, 1993 letter are extended through March 17, 1994. Please note that this office must be notified writing upon resumption of broadcast operations.

Sincerely,

*Dennis Williams*

*for*

Dennis Williams  
Chief, FM Branch  
Audio Services Division  
Mass Media Bureau

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<sup>1</sup>In the event extension of this authority is sought, please renew your certification in this matter.



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

File No(s): BALH-940126GG

Class of station(s): FM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT:  <input type="checkbox"/> CONSENT TO TRANSFER CONTROL:  <input type="checkbox"/> CONSENT TO TRANSFER STOCK:  Whereby of Control by is effected.	FROM:  SUNBELT MEDIA, INC.  TO:  ROBERT WILLIAMS
Licensee/Permittee: (for transfer only)	

CALL SIGN(S)

WKZF (FM)

STATION LOCATION(S)

BAYBORO, NC

AUXILIARY STATION(S) (for assignment only)

ALL CURRENTLY AUTHORIZED  
AUXILIARY SERVICES

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s). FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

**ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:**

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: 17 FEB 1994

ISSUED BY: MEH

(FOR CHIEF FM BRANCH, AUDIO SERVICES DIVISION, MASS MEDIA BUREAU)

*Sharon M. Berkleen*



**FEDERAL  
COMMUNICATIONS  
COMMISSION**

FCC Form 732-FM

August 1992